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TRUSTS—CONSTRUCTIVE TRUSTS.—*HEDDLESTON E. AL. V. STONER ET AL.* 105 N. W. 56 (IOWA).—*Held*, that the breach of an express trust to hold title for another is not fraud on which equity will declare a constructive trust.

A trust results from the acts and not from the agreements of the parties and no trust results merely from breach of a parole contract. *Perry on Trusts*, § 134; 2 *Story Eq. Juris.* § 1201 a. If one agrees to purchase land and give another an interest in it and he purchases and pays his own money and takes title in his own name, no trust results. *Wilhard v. Williard*, 56 Pa. St. 119; *Duffy v. Masterson*, 44 N. Y. 557; *Hunt v. Friedman*, 63 Cal. 510. But if the promise which induced the agreement was fraudulently made the breach of such a promise becomes a fraud from which a trust will arise. *Perry on Trusts* §§ 134, 171. A trust created by such fraud need not be in writing. *Statute of Frauds*, § 8. There are some cases which hold that mere breach of contract is sufficient fraud to raise a trust in favor of the party defrauded. *Chastain v. Smith*, 30 Ga. 96; *Ousan v. Cown*, 22 Wis. 329. But the weight of authority is to the contrary, and in harmony with the decision rendered in the present case. *Loomis v. Loomis*, 60 Barb. 22; *Andrew v. Andrew*, 114 Iowa 524.

UNFAIR COMPETITION—RIGHT TO PROTECTION IN EQUITY.—*SIEGERT V. GANDOLFI*, 139 Fed. 917. A manufacturer of "Augostura Bitters" which, in its advertisements, is said to contain no harmful or intoxicating ingredients, when in fact such bitters are composed of more than forty per cent alcohol, *held*, guilty of fraudulent misrepresentation and not entitled to aid of court of equity against alleged unfair competition.

Equity as a rule will not tolerate any imitation of another's trade mark or trade name whereby the public is liable to be deceived. Relief has been afforded when use was made of "Canadian Rye Whiskey" for "Canadian Club Whiskey," *Hiram Walker & Sons v. Nikolas*, 79 Fed. 955; "Six Big Tailors" for "Six Little Tailors," *Mossler v. Jacobs*, 66 Ill. App. 571; "Holstetter" "Hostetter," *Hostetter v. Vowinkle*, 1 Dill 329; "Saphia" for "Sapolio," *Enoch Morgan's Sons v. Schwachofer*, 55 How. Prac. 37. No injunction however against "Baco-Curo" for "No-to-Bac," *Sterling Co. v. Eureka Co.*, 70 Fed. 704. Arbitrary numbers and letters may be used as trademark, but not "I. X. L." *Lichtenstein v. Mellis*, 34 Am. Rep. 592. (Ore). In no case, however, will trademark be protected if owner has knowingly misrepresented the article to the public: *Medicine Co. v. Wood*, 108 U. S. 218; nor will there be any relief where medicine was advertised as "Syrup of Figs" but its principal ingredient was senna; *California Fig Syrup Co. v. Putnam*, 66 Fed. 750; nor where whiskey was guaranteed to be "pure and unadulterated" but contained 35 per cent of other blends. *Kraus v. Jos. R. Peebles Sons Co.*, 58 Fed. 585. Similarly a court will not interfere between manufacturers of quack medicines; *Heath v. Wright*, 3 Wall. 141; nor when word "Habana" is placed on cigar label, when cigars in fact were merely Havana filler. *Solis Cigar Co. v. Pozo*, 25 Am. St. 279 (Colo.). But misrepresentation must always be more than trivial inaccuracies or "trade talk," *Clark Thread Co. v. Armitage*, 67 Fed. 896.

WITNESSES—CREDIBILITY—RAPE—EVIDENCE.—*STATE V. SIMPSON*, 62 ATL. (VT.) 14.—*Held*, in a prosecution for rape on a female under the age of consent, defendant was not entitled to prove, to affect her credibility as a witness, previous unchastity with other men.

Proof of reputation for unchastity is usually held incompetent in order to impeach credibility. *People v. Mills*, 94 Mich. 630; *Com. v. Churchill*, 52 Mass. 538. Although opposite doctrine is upheld in a few states. *Wright v. Kansas City*, 187 Mo. 678; *Weathers v. Barksdale*, 30 Ga. 888. So also as to general moral character of witness. *Taylor v. Taylor's Estate* (Mich.) 10. N. W. 832; *McKelvey Evidence* p. 160; *contra*, *Helm v. Com.* (Ky.) 81 S. W. 270. In a case of rape when lack of consent is material, proof of general reputation of complainant for unchastity and former improper acts with defendant is always allowed as tending to show acquiescence. *Com. v. Kendall*, 113 Mass. 210. But as to whether specific acts of incontinence with other men can be proved the courts are in conflict. *Com. v. Harris*, 131 Mass. 336; *State v. Foshner*, 43 N. H. 89; *contra*, *State v. Reed*, 39 Vt. 417; *Brennan v. People*, 7 Hun. (N. Y.) 171.